

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

United States District Court
Southern District of Texas**ENTERED**

February 03, 2016

David J. Bradley, Clerk

David Holderfield,

Plaintiff,

*versus*Forest River, Inc., *et al.*,

Defendants.

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Civil Action H-15-2598

Opinion on Dismissal

On January 10, 2015, David Holderfield bought a new recreational vehicle from Forest River, Inc. He agreed to pay \$40,999.89. Instead of paying the full amount at purchase, he financed the vehicle. He will eventually pay more than \$150,000.

From the time of delivery, Holderfield had problems with the vehicle. Holderfield regularly returned it to the dealership but continued to have problems after repairs.

Holderfield says the court has jurisdiction because he pleaded a violation of the Magnuson-Moss Warranty Act – a federal law. The court does not have jurisdiction over this suit unless the total value of the claims is at least \$50,000.¹

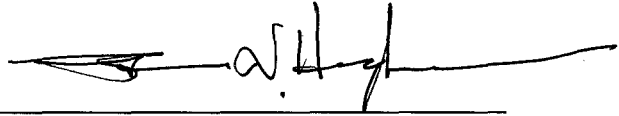
Holderfield states a broad array of claims, including (a) violations of the Texas Deceptive Trade Practices Act and the Magnuson-Moss Warranty Act; (b) breach of express warranties, implied warranties, and contract; and (c) negligence. His claims are competitive with each other because his total recovery will not exceed the value of the vehicle.

The value of the vehicle is less than \$50,000. Holderfield's decision to borrow money does not alter the value of the vehicle; the amount he "will eventually pay" is not relevant. The court does not have jurisdiction over this case.

¹ 15 U.S.C. § 2310(3)(B).

Holderfield's claims will be dismissed without prejudice.

Signed on February 2, 2016, at Houston, Texas.

A handwritten signature in black ink, appearing to read 'L. Hughes', written over a horizontal line.

Lynn N. Hughes
United States District Judge